

1 Joel D. Odou
 Nevada Bar No. 7468
 2 Analise N. M. Tilton
 Nevada Bar No. 13185
 3 Eleanor D. Murphy
 Nevada Bar No. 15071
 4 **WOOD, SMITH, HENNING & BERMAN LLP**
 2881 Business Park Court, Suite 200
 5 Las Vegas, Nevada 89128-9020
 Phone: 702 251 4100 ♦ Fax: 702 251 5405
 6 jodou@wshblaw.com
atilton@wshblaw.com
 7 emurphy@wshblaw.com

8 Attorneys for Defendants Swift Transportation
 Co. of Arizona, LLC and Miguel Calderon
 9

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

12 DOUGLAS BRONZIE,

13 Plaintiff,

14 v.

15 SWIFT TRANSPORTATION CO. OF
 16 ARIZONA, LLC; MIGUEL CALDERON;
 JOHN DOES I-XX, inclusive; ABC
 17 CORPORATIONS I-X, inclusive; and
 BLACK AND WHITE COMPANIES, I-X,
 18 inclusive,

19 Defendant.

Case No. 3:21-cv-00299-WGC

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

Trial Date: None Set

21 IT IS HEREBY STIPULATED, AGREED AND UNDERSTOOD by Plaintiff, DOUGLAS
 22 BRONZIE ("Plaintiff") and Defendants, SWIFT TRANSPORTATION CO. OF ARIZONA, LLC
 23 and MIGUEL CALDERON ("Defendants"), as follows:

24 1. Discovery in the above-entitled action may involve documents, photographs, video,
 or other information of a proprietary and non-public nature, and that the parties consider confidential
 25 or highly confidential.

27 2. Pursuant to FRCP 26(c), good cause exists for the issuance of a Protective Order
 28 governing the handling of certain documents, photographs, video, or other information.

1 3. This Order shall be applicable to and govern all confidential or highly confidential
 2 information in any form (including without limitation information contained in or on any tangible
 3 thing) produced or disclosed by or on behalf of any party to this litigation, in connection with this
 4 Case No. 3:21-cv-00299-WGC (“Action”).

5 4. The following definitions shall apply:

6 a. “CONFIDENTIAL INFORMATION” shall mean documents, photographs,
 7 video, or other information designated as “CONFIDENTIAL” by a Producing
 8 Party, who in good faith believes the documents, photographs, video, or other
 9 information constitutes or include proprietary or non-public information that (i)
 10 is used by the party in, or pertaining to, its business; (ii) is not generally known
 11 by the general public; and (iii) the party normally would not reveal to third parties
 12 or, if disclosed, would require such third parties to maintain in confidence.

13 b. “HIGHLY CONFIDENTIAL INFORMATION” shall mean documents,
 14 photographs, video, or other information designated thereon as “HIGHLY
 15 CONFIDENTIAL” by a Producing Party, who in good faith believes the
 16 documents, photographs, video, or other information are particularly or
 17 especially sensitive and confidential that the Producing Party has and other
 18 discovery materials which the Producing Party considers so sensitive or
 19 confidential that added protections are warranted.

20 c. “Producing Party” shall mean the parties, person or entity producing
 21 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 22 INFORMATION or giving testimony in this Action regarding or relating to
 23 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 24 INFORMATION which has been designated as CONFIDENTIAL or HIGHLY
 25 CONFIDENTIAL subject to this Protective Order.

26 d. “Recipient” shall mean the party, person or entity who has agreed in writing to
 27 be subject to this Protective Order to whom the Producing Party makes available
 28 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL

1 INFORMATION. Recipient shall include those persons or entities identified in
 2 Sections 7 and 8.

3 e. "Disclose" shall mean the transfer or delivery to a party, person or entity of the
 4 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 5 INFORMATION, permitting the inspection or review of the CONFIDENTIAL
 6 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, or
 7 communicating the contents of the CONFIDENTIAL INFORMATION or
 8 HIGHLY CONFIDENTIAL INFORMATION.

9 5. CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 10 INFORMATION shall be used by the parties in this Action solely for the purpose of this Action,
 11 and not for any other purpose whatsoever.

12 6. It is the intention of the parties that the designation of documents, photographs,
 13 video, or other information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" be used
 14 narrowly, and with the most limited use possible.

15 7. Information designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL,"
 16 and any copies, excerpts or summaries thereof, and any further information derived therefrom, shall
 17 not be revealed, disclosed or otherwise made known to persons other than those specified below or
 18 in any manner other than as specified below:

19 a. *The Court*—Any party may disclose and submit CONFIDENTIAL
 20 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to the Court,
 21 including all persons employed by the Court. Any CONFIDENTIAL
 22 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, and
 23 information derived therefrom, which are filed with the Court shall be filed in
 24 accordance with Paragraph 13 of this Stipulated Protective Order.

25 b. *Outside Counsel*—CONFIDENTIAL INFORMATION and HIGHLY
 26 CONFIDENTIAL INFORMATION may be disclosed to outside counsel for the
 27 parties in this action, including counsel's employees and outside contractors used
 28 to perform clerical functions.

- 1 c. *Receiving Parties*—CONFIDENTIAL INFORMATION may be disclosed (1) to
 2 in-house counsel and (2) to other employees of a Receiving Party whose
 3 participation in the prosecution or defense of the action, is necessary in the good
 4 faith assessment of counsel for the Receiving Party.
- 5 d. *Expert Witnesses*—CONFIDENTIAL INFORMATION and HIGHLY
 6 CONFIDENTIAL INFORMATION may be disclosed to outside experts retained
 7 to work on this action, including employees of such experts and persons
 8 providing clerical or support services. The parties agree that before any HIGHLY
 9 CONFIDENTIAL INFORMATION is provided to an expert witness, the
 10 Receiving Party must obtain written consent from the Producing Party, which
 11 consent will not be unreasonably refused. The parties agree that such persons
 12 shall agree in writing in a form substantially similar to **Exhibit “A”** attached
 13 hereto in advance of receiving any HIGHLY CONFIDENTIAL
 14 INFORMATION to be subject to its terms.
- 15 e. *Employees And Former Employees Of The Producing Party*—CONFIDENTIAL
 16 INFORMATION and HIGHLY CONFIDENTIAL INFORMATION of the
 17 Producing Party may be disclosed by the Receiving Party during any deposition
 18 in this action or at trial of the action to any employee of the Producing Party or
 19 its affiliates and any former employee of the Producing Party or its affiliates who
 20 was employed by the Producing Party or its affiliates (1) on the date the document
 21 was prepared or dated, or (2) on the dates to which the information relates. Such
 22 information may also be disclosed to any attorney representing such person at his
 23 or her deposition. The parties agree that before any HIGHLY CONFIDENTIAL
 24 INFORMATION is disclosed to any employees of the Producing Party pursuant
 25 to this paragraph, the Receiving Party must obtain written consent from the
 26 Producing Party, which consent will not be unreasonably refused.

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1 f. *Non-parties*—CONFIDENTIAL INFORMATION may be disclosed during any
2 deposition in the action or at trial of the actions to a non-party witness (and any
3 attorney representing such person at his or her deposition).

4 g. *Court Reporters*—CONFIDENTIAL INFORMATION and HIGHLY
5 CONFIDENTIAL INFORMATION may be disclosed to court reporters
6 rendering court reporting services for depositions or the trial in the Civil Actions,
7 including the employees of such court reporters.

8 8. Recipients are prohibited from disclosing CONFIDENTIAL INFORMATION or
9 HIGHLY CONFIDENTIAL INFORMATION except as permitted by this Protective Order.

10 9. Recipients of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
11 INFORMATION hereby agree to be subject to the jurisdiction of this Court for the purpose of any
12 proceedings relating to CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
13 INFORMATION protected by this Protective Order.

14 10. The Recipient of any CONFIDENTIAL INFORMATION or HIGHLY
15 CONFIDENTIAL INFORMATION shall maintain such information in a secure and safe area and
16 shall exercise the same standard of due and proper care with respect to the storage, custody, use
17 and/or dissemination of such information as is exercised by the recipient with respect to its own
18 proprietary information.

19 11. In the event any Recipient to whom CONFIDENTIAL INFORMATION or
20 HIGHLY CONFIDENTIAL INFORMATION has been disclosed is no longer involved in this
21 Action, said Recipient shall return all CONFIDENTIAL INFORMATION and/or HIGHLY
22 CONFIDENTIAL INFORMATION to the Producing Party. The Recipient shall remain subject to
23 the provisions of this Protective Order.

24 12. CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
25 INFORMATION shall be designated as such by the Producing Party as follows:

26 a. *Documents (including documents or information included in discovery
27 responses)*—Documents shall be designated as CONFIDENTIAL
28 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION by placing

1 or affixing on the document, or on a label associated with the document, in a
2 manner that will not interfere with its legibility, the designation
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” A Designation on the
4 first page of the document is sufficient to bring the entire documents within the
5 scope of this Order.

6 b. *Non-documentary information*—In the event any CONFIDENTIAL
7 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is disclosed
8 by a Producing Party in electronic, photographic or other non-documentary form,
9 the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” designation shall be
10 placed on the jacket, cover or container in which the non-documentary
11 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
12 INFORMATION is produced. The Recipient shall maintain the non-
13 documentary CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
14 INFORMATION in the marked jacket, cover or container,
15 and shall in good faith take such steps necessary to ensure that the non-
16 documentary CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
17 INFORMATION is not disclosed except as provided in this
18 Protective Order.

19 c. *Testimony*—The Producing Party may designate testimony or exhibits as
20 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
21 INFORMATION by making a statement to that effect on the record when the
22 testimony is given or by identifying, by reference to pages and lines, the portions
23 of the transcript that reflect CONFIDENTIAL INFORMATION or HIGHLY
24 CONFIDENTIAL INFORMATION. In addition, corrections, additions, or
25 deletions to portions of a transcript that the designating party wishes to designate
26 as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
27 INFORMATION may be identified by page and line references. Designations
28 made after a deposition shall be made by written notice served on all counsel of

1 record. For thirty days after the receipt, the entire transcript of any deposition
 2 shall be treated as CONFIDENTIAL INFORMATION, except that any portions
 3 of testimony designated HIGHLY CONFIDENTIAL INFORMATION at the
 4 time of and during the deposition shall be treated as such. If testimony is
 5 designated as CONFIDENTIAL INFORMATION or HIGHLY
 6 CONFIDENTIAL INFORMATION, the parties' counsel and the court reporter
 7 who transcribes the deposition testimony shall make reasonable arrangements to
 8 maintain the confidentiality of any deposition testimony or exhibits designated
 9 as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 10 INFORMATION in accordance with the terms of this Order.¹ These
 11 arrangements may include the marking of transcript pages, covers or exhibits,
 12 and other measures to preclude the disclosure of CONFIDENTIAL
 13 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to other than
 14 qualified persons.

15 d. In the event that documents, photographs, video, or other information that may
 16 contain CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 17 INFORMATION are made available for inspection, upon prior written notice by
 18 the Producing Party, the party inspecting the documents and/or information shall
 19 treat all documents and information produced as CONFIDENTIAL
 20 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION until
 21 selected copies are furnished. There will be no waiver of confidentiality by the
 22 inspecting of CONFIDENTIAL INFORMATION or HIGHLY
 23 CONFIDENTIAL INFORMATION before it is copied and marked
 24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

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28 ¹ This does not apply to proceedings that the Court recorder records and transcribes.

- 1 e. A Producing Party shall mark as “CONFIDENTIAL” or “HIGHLY
 2 CONFIDENTIAL” any CONFIDENTIAL INFORMATION or HIGHLY
 3 CONFIDENTIAL INFORMATION prior to or contemporaneously with
 4 production and delivery of copies to the Recipient. Unless designated as
 5 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 6 INFORMATION, all documents, photographs, video, or other information
 7 produced shall be considered non-confidential after production.
- 8 f. In the event that a Producing Party determines that documents, photographs,
 9 video, or other information delivered to a Recipient were inadvertently produced
 10 and not designated as CONFIDENTIAL INFORMATION or HIGHLY
 11 CONFIDENTIAL INFORMATION, the Producing Party shall provide notice in
 12 writing to the Recipient, and the Recipient shall mark as CONFIDENTIAL or
 13 HIGHLY CONFIDENTIAL those documents, photographs, video, or other
 14 information identified, which shall be deemed CONFIDENTIAL
 15 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION and the
 16 Recipient shall treat that information in accordance with this Protective Order
 17 from and after the date of receipt of written notice.
- 18 g. Any Producing Party’s inadvertent or unintentional failure to designate
 19 documents, photographs, video, or other information as CONFIDENTIAL
 20 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall not be
 21 deemed a waiver in whole or in part of that Producing Party’s claim of
 22 confidentiality, so long as the Producing Party provides the written notification
 23 discussed in “f.” above within a reasonable time after learning that the
 24 confidential information was inadvertently or unintentionally produced without
 25 an appropriate confidentiality designation.

26 13. Any material designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”, if
 27 filed with this Court, shall be filed under seal pursuant to proceedings that adhere to the Federal
 28 Rules of Civil Procedure and the United State District Court, District of Nevada Local Rules of

1 Practice. If this Court enters written findings that the sealing of the material is justified, the material
2 will remain under seal, but the material will be unsealed if, after considering the Federal Rules of
3 Civil Procedure and the United State District Court, District of Nevada Local Rules of Practice, this
4 Court denies the filing Party's concurrent request to seal the material. The Party filing any paper
5 which reflects, contains or includes any material designated "CONFIDENTIAL" or "HIGHLY
6 CONFIDENTIAL" subject to this Protective Order shall also file a concurrent motion to seal the
7 material pursuant to the Federal Rules of Civil Procedure and the United State District Court,
8 District of Nevada Local Rules of Practice and shall temporarily file the "CONFIDENTIAL" or
9 "HIGHLY CONFIDENTIAL" material in a sealed envelope bearing a statement substantially in the
10 following form until such time as this Court has considered the motion: "This envelope contains
11 material subject to a Protective Order of this Court. Pursuant to the Protective Order, proceedings
12 have been initiated according to the Federal Rules of Civil Procedure and the United State District
13 Court, District of Nevada Local Rules of Practice. Unless this Court finds that there are no grounds
14 to seal or redact the enclosed material, the contents of this envelope should not be disclosed, revealed
15 or made public."

16 14. Copies of any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
17 INFORMATION filed with this Court prior to trial or received in evidence at trial of this action,
18 and any other materials falling within the terms of this Order which are so designated at trial or at
19 time of filing, shall be kept by the Clerk of this Court pursuant to the Nevada Rules for Sealing and
20 Redacting Court Records. Where possible only those portions of documents consisting of
21 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall be filed
22 in sealed envelopes.

23 15. In the event a party designates as CONFIDENTIAL or HIGHLY CONFIDENTIAL
24 any information disclosed or discussed in the course of a deposition, the reporter for the deposition
25 shall be directed that questions, answers, colloquy, and exhibits referring or relating to any such
26 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall be
27 placed in a separate volume labeled so as to reflect the confidentiality of the material contained
28 therein.

1 16. In the event any party deposing a witness wishes to show or disclose
2 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to a non-
3 party witness, or a witness not qualified under this Protective Order to receive such information, the
4 party shall not disclose the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
5 INFORMATION to the witness until such CONFIDENTIAL INFORMATION or HIGHLY
6 CONFIDENTIAL INFORMATION has been shown or disclosed to the attorney representing the
7 Producing Party. The attorney representing the Producing Party shall have a reasonable opportunity
8 at the deposition to review the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
9 INFORMATION and to object on the record to its disclosure to the witness. In the event such an
10 objection is interposed, the witness to whom the CONFIDENTIAL INFORMATION or HIGHLY
11 CONFIDENTIAL INFORMATION will be disclosed, and any persons attending the deposition
12 who are not identified in paragraph 7 or 8 hereof, shall be first required to consent to and abide by
13 the terms of this Protective Order before the CONFIDENTIAL INFORMATION or HIGHLY
14 CONFIDENTIAL INFORMATION may be disclosed. Should any person in the deposition refuse
15 to consent to and abide by the terms of this Protective Order, then he or she shall leave the deposition
16 room until the conclusion of the questioning concerning the CONFIDENTIAL INFORMATION or
17 HIGHLY CONFIDENTIAL INFORMATION, and shall not be entitled to receive copies of any
18 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION or portions
19 of the transcript relating to the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
20 INFORMATION absent further order of this Court. This procedure applies in the case of all
21 depositions conducted in this Action, whether conducted within or outside the State of Nevada.

22 17. If any portion of a deposition transcript is filed and contains CONFIDENTIAL
23 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, that portion of the transcript
24 shall bear the appropriate legend on the caption page and shall be filed under seal.

25 18. A Recipient shall not be obligated to challenge the propriety of any
26 CONFIDENTIAL or HIGHLY CONFIDENTIAL designation when made, and failure to do so shall
27 not preclude a subsequent challenge thereto. In the event any party objects at any stage of these
28 proceedings to a CONFIDENTIAL or HIGHLY CONFIDENTIAL designation, such party shall

1 notify the Producing Party of its objection in writing specifically setting forth the objection. If the
 2 parties are unable to resolve their dispute after making good faith attempts to do so, the party
 3 challenging the designation may request appropriate relief from the Court, provided ten days have
 4 passed since the Producing Party was first notified of the dispute. During the notice period, the
 5 objecting party shall confer with the Producing Party in a good faith effort to resolve the dispute.
 6 The objecting party's failure to meet and confer shall be dispositive of the objecting party's right to
 7 further challenge the propriety of any CONFIDENTIAL or HIGHLY CONFIDENTIAL
 8 designation. The burden of proving information has been properly designated as CONFIDENTIAL
 9 or HIGHLY CONFIDENTIAL is on the Producing Party.

10 19. Nothing in this Protective Order shall be construed as an admission or agreement that
 11 any specific document or information is or is not confidential or is or is not otherwise subject to
 12 discovery or is admissible in evidence. Nothing in this Protective Order shall be deemed a waiver
 13 of any party's rights to oppose production of any information or documents for any reason other
 14 than the confidentiality of such information or documents. All documents and things designated as
 15 CONFIDENTIAL or HIGHLY CONFIDENTIAL shall be used only for purposes of this proceeding
 16 or for dealing with any claim or controversy that is or shall be the subject of this proceeding.

17 20. Use of any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 18 INFORMATION in any Court proceeding shall not, without further order of the Court, cause such
 19 information to lose its CONFIDENTIAL or HIGHLY CONFIDENTIAL status. The parties shall
 20 take all steps reasonably required to protect the confidentiality of such information during such use.

21 21. The restrictions provided for herein shall not terminate upon the conclusion of this
 22 Action but shall continue until further order of this Court; provided, however, that this Protective
 23 Order shall not be construed: (i) to prevent any party or its counsel from making use of information
 24 which was lawfully in its possession prior to its disclosure by the Producing Party; (ii) to apply to
 25 information which appears in printed publications or becomes publicly known through no fault of
 26 any party or its counsel; or (iii) to apply to information which any party or its counsel has lawfully
 27 obtained since disclosure by the Producing Party, or shall thereafter lawfully obtain, from a third
 28 party having the right to disclose such information.

1 22. Nothing in this Order shall preclude any party to the lawsuit or its attorneys from: (i)
 2 showing a document or information designated as CONFIDENTIAL or HIGHLY
 3 CONFIDENTIAL to an individual who either prepared or reviewed the document or information
 4 prior to the filing of this Action; or (ii) disclosing or using, in any manner or for any purpose, any
 5 information or documents from the party's own files which the party itself has designated as
 6 CONFIDENTIAL or HIGHLY CONFIDENTIAL.

7 23. Upon final determination of the above-captioned proceeding, including all appeals,
 8 except as provided herein below, all documents, photographs, video, or other information designated
 9 CONFIDENTIAL or HIGHLY CONFIDENTIAL which are in the possession of any Recipient shall
 10 be destroyed or returned to counsel of record for the Producing Party, and all persons who have had
 11 access to or possession of the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 12 INFORMATION shall certify that they have either destroyed such material and all copies thereof
 13 or returned all such information and all copies thereof to the Producing Party. Notwithstanding any
 14 of the foregoing, outside counsel shall be entitled to keep their copies of pleadings and other papers
 15 submitted to the Court.

16 24. This Protective Order may be modified only by stipulation of the parties so ordered
 17 by the Court or by other Order of the Court.

18 25. Parties later joined to this Action or not signing this Order shall not be entitled to
 19 receive or review anything designated CONFIDENTIAL or HIGHLY CONFIDENTIAL under the
 20 terms of this Order until and unless they sign and agree to the terms of this Order.

21 26. In the event a Recipient who has received CONFIDENTIAL or HIGHLY
 22 CONFIDENTIAL subject to this Order is: (a) subpoenaed in another action; (b) served with a
 23 demand in another action to which the person is a party; or (c) served with any other legal process
 24 by one not a party to this action, that seeks CONFIDENTIAL or HIGHLY CONFIDENTIAL, he,
 25 she, or it shall give prompt written notice of the receipt of such subpoena, demand or other legal
 26 process to the designating party and its counsel, and upon request, shall reasonably cooperate with
 27 the designating party in its efforts to protect the CONFIDENTIAL or HIGHLY CONFIDENTIAL
 28 designated information from disclosure.

1 27. This Protective Order shall apply to pretrial proceedings and discovery only. The
2 Court will establish separately any necessary procedures for handling CONFIDENTIAL
3 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION during the trial of this matter.
4 The Judge designated to hear discovery issues in this action may hear and decide all matters arising
5 under this Order.

6 **IT IS SO STIPULATED.**

7 DATED this 10th day of January, 2022.

DATED this 10th day of January, 2022.

8 WOOD, SMITH, HENNING & BERMAN LLP

TERRY A. FRIEDMAN AND
JULIE THROOP, PLLC

9
10 By: */s/ Eleanor D. Murphy*

11 JOEL D. ODOU
12 Nevada Bar No. 7468
13 ANALISE N. M. TILTON
14 Nevada Bar No. 13185
15 ELEANOR D. MURPHY
16 Nevada Bar No. 15071
17 2881 Business Park Court, Suite 200
18 Las Vegas, Nevada 89128-9020
19 *Attorneys for Defendants,*
20 *Swift Transportation Co. of Arizona, LLC*
21 *and Miguel Calderon*

By: */s/ Julie McGrath Throop*
11 JULIE McGRATH THROOP
12 Nevada Bar No. 11298
13 TERRY A. FRIEDMAN
14 Nevada Bar No. 1975
15 300 S. Arlington Avenue
16 Reno, NV 89501
17 *Attorneys for Plaintiff,*
18 *Douglas Bronzie*

1 **ORDER**

2 Paragraph 13 is modified to reflect that any motion regarding filing confidential
3 information and motions to seal shall also comply with the requirements of *Kamakana v. City and*
4 *County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006). *See also, Center for Auto Safety v. Chrysler*
5 *Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016).

6 **IT IS SO ORDERED.**

7 DATED: January 11, 2022.

8 

9

WILLIAM G. COBB
10 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

CONFIDENTIALITY AGREEMENT

I, _____ do hereby acknowledge and agree as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order of which the form of this agreement is an exhibit.

2. I understand the terms of the Stipulated Confidentiality Agreement and Protective Order and agree to be bound by, and to strictly adhere to, all terms and provisions of the Stipulated Confidentiality Agreement and Protective Order.

3. I hereby submit to the jurisdiction of the United States District Court District of Nevada, solely for purpose of enforcement of the Stipulation and Protective Order and this Agreement.

DATED: , 2022

Signature

Name

Address

Telephone Number